

# ExchangesConnect Terms of Service

## 1. Acceptance of Terms

Welcome to ExchangesConnect! The U.S. Department of State provides this service to you, subject to the following Terms of Service ("TOS"), which may be updated by the Department of State from time to time without notice to you. You can review the current version of the TOS at any time on the Exchanges Connect network.

## 2. Purpose

The purpose of Exchanges Connect is to form an online community of individuals dedicated to building bridges among cultures and making a positive contribution to the world.

## 3. Description of service

Exchanges Connect (<http://connect.state.gov>) operates on the Ning platform (<http://www.ning.com>). It provides its members with a variety of features, including but not limited to: video and photo sharing, access to a community blog, discussion forum, messaging, chat, and notifications of developments in international exchanges. The U.S. Department of State reserves the right to alter the types of features that Exchanges Connect provides at any time with no notice to network members.

## 4. Privacy Policy

Once you join Exchanges Connect, you are subject to the Ning privacy policy (<http://about.ning.com/privacy.php>). Exchanges Connect does not store any additional member information beyond that which is already stored for your account by Ning.

## 5. Member account, password and security

Signing up for participation in Exchanges Connect is voluntary. You are responsible for maintaining the confidentiality of your login, and are fully responsible for all activities that occur under your login. You agree to (a) immediately notify the Exchanges Connect community manager of any unauthorized use of your login or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The U.S. Department of State cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## 6. Member conduct

You understand that all information, data, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not the U.S. Department of State, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the site. The U.S. Department of State does not control the Content posted except as described below and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the U.S. Department of State be liable in any way for any Content,

including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the site.

You agree to not use the site to:

- post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the site;
- post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in exchanges;
- interfere with or disrupt the site or servers or networks connected to the site, or disobey any requirements, procedures, policies or regulations of networks connected to the site;
- intentionally or unintentionally violate any applicable local, state, national or international law;
- stalk or otherwise harass another; or
- collect or store personal data about other users.

You acknowledge that the U.S. Department of State does not pre-screen all Content, but that the U.S. Department of State and its designees shall have the right (but not the obligation) in their sole discretion to edit, delete, refuse or move any Content that is available via the site. Without limiting the foregoing, the U.S. Department of State and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated

with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that the U.S. Department of State may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the U.S. Department of State, its users and the public.

You understand that the technical processing and transmission of the site, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree that if you post content that contains statements or depictions of violence against a person, group of people, or country, that the Department of State will report this incident and its content to the appropriate law enforcement agency.

For technical reasons, if you post content that violates these terms of Member Conduct on your profile page, you risk losing your entire profile. ExchangesConnect will notify you of the infraction on your profile page and give you 24 hours to address the violation(s). If you do not comply within that timeframe, you will be temporarily banned from the network. This action purges all content that you have posted anywhere on the network. Once this occurs, none of your content can be retrieved when your membership is reinstated. You understand and accept this risk. Members who repeatedly violate these TOS are subject to being banned from ExchangesConnect.

The U.S Department of State will make every reasonable effort to communicate with a member who violates the TOS to explain the violation in lieu of, or before, banning the member. If a member who has been banned wishes to return to ExchangesConnect, he or she must wait no less than thirty (30) days after being banned before applying for re-entry into the community. The banned member may re-apply by writing an essay in English that addresses: (1) why the member in question would like to re-join the ExchangesConnect community and (2) how he or she promises to change his or her behavior to follow the ExchangesConnect TOS. This essay should be sent as a private message to the ExchangesConnect community manager. A council of U.S. Department of State staff will review the essay and decide whether to allow the banned member to return. If the council decides to reinstate membership, the account in question will be unbanned. The member then will have access to ExchangesConnect, but all previous content will not be re-instated automatically. The member who re-joins after being banned must comply with the ExchangesConnect TOS in order to maintain his or her membership.

## **7. Special admonitions for international use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with

all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **8. Content submitted or made available for inclusion on the site**

The U.S. Department of State does not claim ownership of Content you submit or make available for inclusion on the site. The Department only claims ownership over self-generated content created by the Department of State for inclusion on this site. It does not take responsibility for the inclusion of third party links or other third party content such as articles.

#### **9. Indemnity**

You agree to indemnify and hold the U.S. Department of State, and its affiliates, officers, agents, grantees or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the site, your use of the site, your connection to the site, your violation of the TOS, or your violation of any rights of another.

#### **10. No resale of service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the site, use of the site, or access to the site.

#### **11. General practices regarding use and storage**

You acknowledge that the U.S. Department of State may establish general practices and limits concerning use of the site, including without limitation the maximum number of days that message board postings or other uploaded Content will be retained by the site, and the maximum number of times (and the maximum duration for which) you may access the site in a given period of time. You agree that the U.S. Department of State has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the site. You acknowledge that the U.S. Department of State reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that the U.S. Department of State reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

#### **12. Modifications to service**

The U.S. Department of State reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the site (or any part thereof) with or without notice. You agree that the U.S. Department of State shall not be liable to you or to any third party for any modification, suspension or discontinuance of the site.

#### **13. Termination**

You agree that the U.S. Department of State, in its sole discretion, may terminate your password, account (or any part thereof) or use of the site, and remove and discard any Content within the site, for any reason, including, without limitation, for lack of use or if the U.S. Department of State believes that you have violated or acted inconsistently with

the letter or spirit of the TOS. The U.S. Department of State may also in its sole discretion and at any time discontinue providing the site, or any part thereof, with or without notice. You agree that any termination of your access to the site under any provision of this TOS may be effected without prior notice, and acknowledge and agree that the U.S. Department of State may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the site. Further, you agree that the U.S. Department of State shall not be liable to you or any third-party for any termination of your access to the site.

#### **14. Links**

The site may provide, or third parties may provide, links to other websites or resources. You acknowledge and agree that the U.S. Department of State is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the U.S. Department of State shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### **15. English Language**

In order to assure that members adhere to the TOS, the language of the ExchangesConnect site is English. Content posted in languages other than English may be subject to removal. An accurate translation into English must be provided if a member chooses to post content in other languages.